

Documentation of Land Use Plan Conformance and NEPA Adequacy (DNA)

U.S. Department of the Interior
Bureau of Land Management (BLM)

Note: This worksheet is to be completed consistent with the policies stated in the Instruction Memorandum entitled "Documentation of Land Use Plan Conformance and National Environmental Policy Act (NEPA) Adequacy" transmitting this worksheet and the "Guidelines for Using the DNA Worksheet" located at the end of the worksheet. (Note: The signed CONCLUSION at the end of this worksheet is part of an interim step in the BLM's internal analysis process and does not constitute an appealable decision.)

A. BLM Office: Phoenix Field Office **Lease/Serial/Case File No.** AZA-33126
Proposed Action Title/Type: 43 CFR 3600 Mineral Material Sale
Location of Proposed Action: T. 4 S., R. 8 E., Sec. 12 SE¼, 13 NE¼, T. 4 S., R. 9 E., Sec. 7 SW¼, 18 NW¼; GSRM comprising approximately 640 acres
Description of the Proposed Action: Issue mineral materials sale contract to authorize removal of up to 100,000 tons of caliche for use as aggregate and 50,000 tons of stockpiled produced fines for use as fill material. This contract covers the same area and supplements existing contract AZA-32300 which is for 200,000 tons of basalt and cinders.
Applicant (if any): Arizona Pacific Materials.

B. Conformance with the Land Use Plan (LUP) and Consistency with Related Subordinate Implementation Plans

LUP Name* Phoenix RMP & EIS Date Approved 09/89
LUP Name* Metropolitan Phoenix Mineral Management Program Guidelines
Date Approved January 1995
Other document** _____ Date Approved: _____
Other document** _____ Date Approved: _____
Other document** _____ Date Approved: _____

*List applicable LUPs (e.g., Resource Management Plans or applicable amendments).

**List applicable activity, project, management, water quality restoration, or program plans.

☐ The proposed action is in conformance with the applicable LUPs because it is specifically provided for in the following LUP decisions:

☒ The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decisions (objectives, terms, and conditions) and, if applicable, implementation plan decisions:

Proposed Phoenix Resource Management Plan and Final Environmental Statement dated August 29, 1989, states on page 14: "sales of mineral materials to the public would continue to be administered on a case by case basis under regulations in 43 CFR 3600."

C. Identify the applicable NEPA document(s) and other related documents that cover the proposed action.

List by name and date all applicable NEPA documents that cover the proposed action:

Environmental Assessment AZ-020-2003-0019, Arizona Pacific Materials, Mineral Materials Sale, Pinal County, Arizona, approved November 17, 2004.

List by name and date other documentation relevant to the proposed action (e.g., source drinking water assessments, biological assessment, biological opinion, watershed assessment, allotment evaluation, rangeland health standard's assessment and determinations, and monitoring the report).

N/A

D. NEPA Adequacy Criteria

1. Is the current proposed action substantially the same action (or is a part of that action) as previously analyzed?

Documentation of answer and explanation:

Yes. Proposed action is substantially the same as previously covered in Environmental Assessment AZ-020-2003-0019

2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the current proposed action, given current environmental concerns, interests, resource values, and circumstances?

Documentation of answer and explanation:

Yes. Proposed action is consistent with actions previously covered and reviewed in Environmental Assessment AZ-020-2003-0019.

3. Is the existing analysis adequate and are the conclusions adequate in light of any new information or circumstances (including, for example, riparian proper functioning condition [PFC] reports; rangeland health standards assessments; Unified Watershed Assessment categorizations; inventory and monitoring data; most recent Fish and Wildlife Service lists of threatened, endangered, proposed, and candidate species; most recent BLM lists of sensitive species)? Can you reasonably conclude that all new information and all new circumstances are insignificant with regard to analysis of the proposed action?

Documentation of answer and explanation:

Yes. The proposed action is consistent with actions previously covered and reviewed in Environmental Assessment AZ-020-2003-0019.

4. Do the methodology and analytical approach used in the existing NEPA document(s) continue to be appropriate for the current proposed action?

Documentation of answer and explanation:

Yes. Proposal is the same as previously reviewed. All lands and resources affected under the new contract were included and addressed under EA AZ-020-2003-0019. The new contract is a continuation of current existing activities.

5. Are the direct and indirect impacts of the current proposed action substantially unchanged from those identified in the existing NEPA document(s)? Does the existing NEPA document sufficiently analyze site-specific impacts related to the current proposed action?

Documentation of answer and explanation:

The direct and indirect impacts of the current proposal are substantially unchanged. Proposed actions are a continuation of those previously covered in Environmental Assessment AZ-020-2003-0019. No new areas are involved as all affected lands were covered by the existing EA.

6. Can you conclude without additional analysis or information that the cumulative impacts that would result from implementation of the current proposed action are substantially unchanged from those analyzed in the existing NEPA document(s)?

Documentation of answer and explanation:

Yes. The cumulative impacts of the current proposed action is unchanged because actions will continue to be similar as that previously covered in Environmental Assessment AZ-020-2003-0019.

7. Are the public involvement and interagency review associated with existing NEPA document(s) adequately for the current proposed action?

Documentation of answer and explanation:

N/A. Previous NEPA document did not require public involvement or interagency review.

E. Interdisciplinary Analysis: Identify those team members conducting or participating in the preparation of this worksheet.

<u>Name</u>	<u>Title</u>	<u>Resource Represented</u>
<u>David Eddy</u>	<u>Geologist</u>	<u>Minerals</u>

F. Mitigation Measures: List any applicable mitigation measures that were identified, analyzed, and approved in relevant LUPs and existing NEPA document(s). List the specific mitigation measures or identify an attachment that includes those specific mitigation measures. Document that these applicable mitigation measures must be incorporated and implemented.

See attached stipulations.

CONCLUSION

☒ Based on the review documented above, I conclude that this proposal conforms to the applicable land use plan and that the existing NEPA documentation fully covers the proposed action and constitutes BLM's compliance with the requirements of NEPA.

Note: If one or more of the criteria are not met, a conclusion of conformance and/or NEPA adequacy cannot be made and this box cannot be checked

Signature of the Responsible Official

Date

DECISION. I have reviewed this plan conformance and NEPA compliance record and have determined that the proposed project is either (a) in conformance with or (b) clearly consistent with terms, conditions, and decisions of the approved land use plan and that no further environmental analysis is required. It is my decision to implement the project, as described, with the mitigation measures identified below.

Mitigation Measures/Other Remarks: NONE

Authorized Official: _____ Date: _____

Special Stipulations, Contract AZA-33126

1. Unless otherwise provided by this contract, the Purchaser shall have the right to extract and remove the materials until the termination of the contract, notwithstanding any subsequent appropriations or disposition under the general land laws, including the mining and mineral leasing laws.
2. Purchaser shall take fire precautions and conservation measures and shall dispose of slash or other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.
3. BLM's authorization does not imply that Federal approval has been granted to the purchaser or their customers the right to transport trucks and rock products across any City, County, State, private or other Federal property or roads. Buyer or their customers shall be held liable for any damages to such property.
4. Purchaser shall sever, extract, or remove mineral materials from the subject lands only in accordance with the mining plan. The purchaser will obtain and keep current and in good standing all required State, City, County, and Federal agency permits and will abide by stipulations as set forth in said permits. Purchaser will comply with all applicable Federal, state and county pollution standards and permits.
5. BLM's approval of the purchaser's proposed Plan and authorization of a sales contract shall not be construed to effect a preemption of Arizona State laws and regulations or to imply that BLM has granted any approvals normally under the purview or regulatory authority of City, County or other Federal agencies.
6. Any previously unknown cultural and/or Paleontological resource (prehistoric or historic site or object) discovered by the holder, or any person working on his behalf, on the subject lands shall be reported immediately to the Bureau of Land Management's authorized officer. It is unlawful to disturb, deface, or remove these cultural and paleontological resources unless authorized by the Bureau of Land Management under a cultural resources use permit. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. Known archaeological site AZ U:15:35(ASM) as shown on Figure 3 of the SWCA archaeological survey of the project area shall be avoided completely and a suitable fence or other barrier shall be erected in place of the current flagging to protect the site. Known archaeological sites AZ U:15:433-436(ASM), also on Figure 3 of the SWCA survey, shall be avoided to the maximum extent possible. If areas encompassed by these site are required for mining, disturbance may occur only following adequate data recovery by an approved entity. Details of the various requirements regarding cultural resources can be gotten through coordination with a Phoenix Field Office archaeologist.
7. Access to the material site area shall be provided to BLM in order to conduct routine inspections of the extraction and removal of minerals, for the review of production records and sales data, or for the purpose of inspection or inventory of other resource values. Inspections may be unscheduled and will generally be conducted during normal working hours. When entering the project area BLM employees will first make their presence known to appropriate company personnel and then proceed to inspect the area in accordance with proper health and safety standards and requirements. Such inspections are not normally expected to stop or

impede normal mining and processing functions by the company.

8. The monthly production and royalty is due BLM at this office as outlined in Sec. 3(b) of the contract and shall be reported as follows:

- A list shall be provided to BLM showing all sales of materials mined and transported. Listing shall include the date, the customer's\ buyer name, the invoice number, product description and product weight in tons. A total weight shall be indicated for the month reported.

- If no sales occur during a particular month that should also be indicated by submitting a statement that there were no sales across the scales that month.

9. Purchaser shall defend, and hold harmless the United States and/or its agencies and representatives against and from any and all demands, claims, and liabilities of every nature whatsoever, including, but not necessarily limited to, damage to property and injuries or death of persons arising from any activity connected with the purchaser's use or occupancy of the lands described in this contract, or with the activity authorized under this contract.

10. The area will be reclaimed in accordance with reclamation guidelines as found in the Arizona Pacific Queen Creek Mining and Reclamation Plan, Metropolitan Phoenix Mineral Materials Program Guidelines, 1995, and H-3041-1, the Solid Mineral Reclamation Handbook.

11. Solid waste will be disposed of in accordance with local laws. The purchaser shall promptly remove and dispose of all waste caused by its activities as directed by the authorized officer. The term "waste" as used herein means all discarded matter, but not limited to human waste, trash, garbage, refuse, petroleum products, ashes and equipment. Wastes shall be disposed of in a sanitary landfill unless otherwise approved by the authorized officer. No burial of wastes on site is allowed. The area shall be maintained at all times in a condition that is not hazardous to humans or livestock.

12. Operations shall be limited to the areas as described in the approved Plan of Operations.

13. Prior to removal of protected plants, the purchaser must have prior approval and the necessary authorizations issued by the State of Arizona.

- The Purchaser must notify the Arizona Department of Agriculture and Horticulture 30 days before the beginning surface disturbance for possible salvage of Arizona protected plants.

14. The purchaser shall implement plans and procedures to reduce the potential effects of spills or accidents which might include site security and safety measures, fire protection procedures, emergency response and notification procedures, best management practices for materials, transportation, handling and storage, contingency planning for accidental discharges and spill prevention control countermeasure planning. In the event of an accidental discharge or spill, the on-site emergency coordinator will direct the immediate cleanup. A list of emergency phone numbers will be on-site and readily accessible. Good housekeeping rules will be followed to keep chemicals and waste material from entering any drainage areas. This may include providing sediment ponds, implementing proper disposal of oil and grease and use of lined pits for chemical storage. Care will be taken to ensure that no oil, grease, used filters or antifreeze can contaminate the soil. All used items will be properly stored and disposed of.

15. In the event that invasive or nonnative plant species are found in the area of operations, the

purchaser will undertake necessary measures to eliminate the species. If invasive, nonnative weeds are detected in the area of operations, American Sand and Rock shall implement weed control, prevention, and treatment factors to remove the seed source and limit seed transport. Suitable weed treatment and prevention techniques will be established by the BLM.

16. Although mitigation through compensation of tortoise habitat has been completed, live tortoise may be encountered during mining operations. If a live desert tortoise is encountered, operators must remove the tortoise from any danger and immediately contact the Arizona Department of Game and Fish so that they may determine if they need to recover the animal.

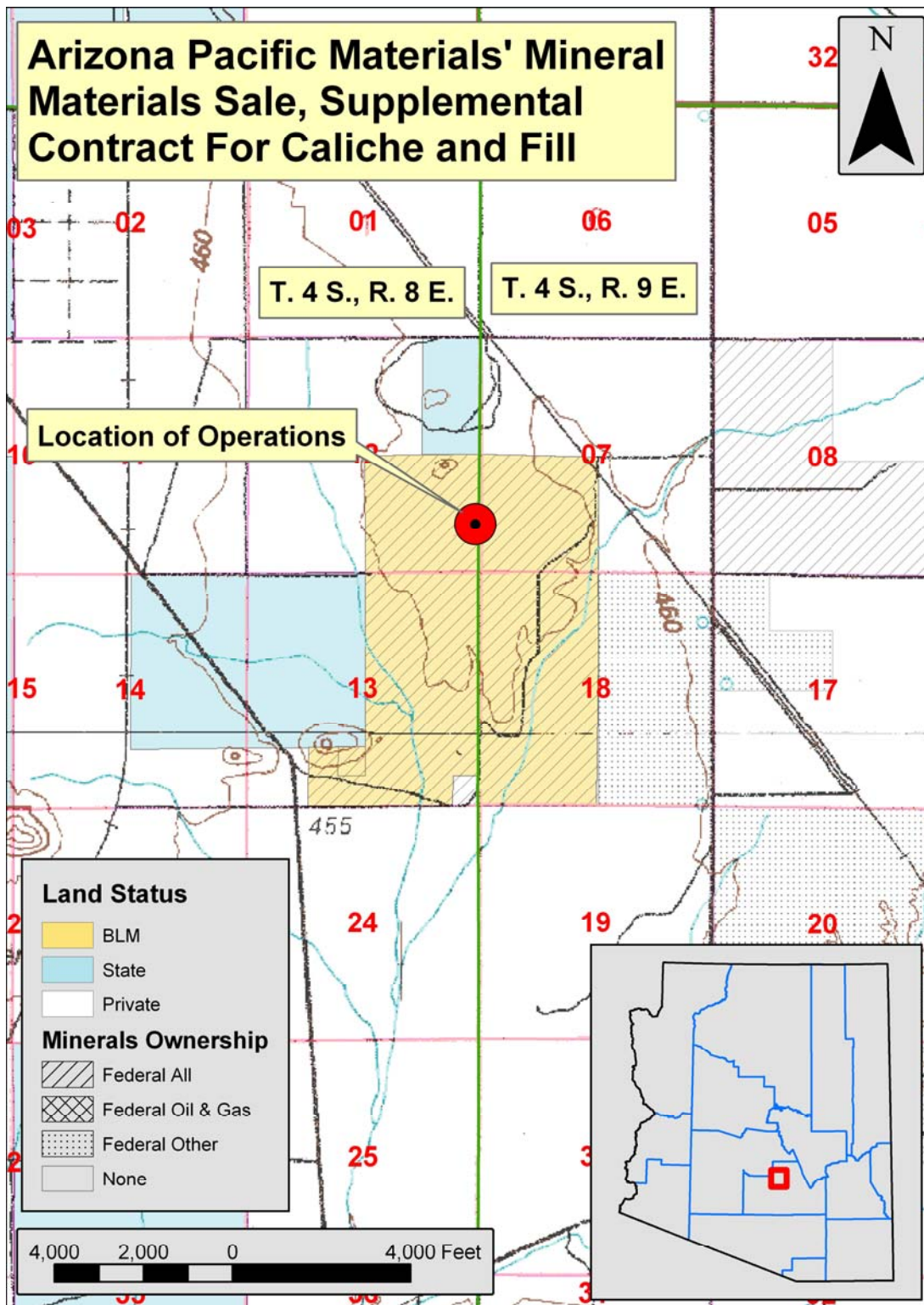


Figure 1. Location map of subject operation.